

STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES BOARD

IN RE: JOHN DOERING, Complainant, vs. U S WEST COMMUNICATIONS, INC., Respondent.	DOCKET NO. C-98-289
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ORDER DENYING REQUEST FOR FORMAL COMPLAINT PROCEEDINGS

(Issued May 19, 1999)

On December 29, 1998, John Doering filed a complaint with the Board concerning a request for telephone service he made in mid-November 1998 to U S WEST Communications, Inc. (U S West). Mr. Doering asked U S West to move his existing residential service to his new address on December 10, 1998. On December 4, 1998, U S West informed Mr. Doering that there would be a delay in services until January 20, 1999. U S West offered to reimburse Mr. Doering for the cost of cellular telephone service, at the rate of \$105 for the first month and \$75 for each month thereafter until wireline residential service was installed. Mr. Doering requested that U S West loan him a cellular phone instead, but U S West declined.

Mr. Doering and U S West had a number of telephone conversations during the following months, along with written correspondence with Board staff, during

which U S West further delayed the installation of Mr. Doering's service. Service was finally connected on March 22, 1999. On March 31, 1999, U S West sent a letter to Board staff stating that it would credit Mr. Doering's account with a \$35 installation credit, two missed appointment credits of \$14 each, and three months' local service credits of \$13.05 each. Because Mr. Doering ultimately decided to rent a cellular phone, he was also eligible for U S West's cellular reimbursement program. During the time this matter was pending, U S West's program payments were revised upwards, such that the payment for the initial month of cellular service was \$200. Accordingly, U S West stated it would send Mr. Doering a check for \$200.

On April 1, 1999, Board staff issued a proposed resolution finding that Mr. Doering would be receiving a check for \$200 for reimbursement of his cellular telephone expense and account credits totaling \$89.10. Staff proposed that the dispute should be resolved on this basis.

On April 9, 1999, Mr. Doering wrote to Board staff to request credits for four additional missed appointments, to revise the calculation of local service credits, and to request cellular reimbursement for the months of January and February, when he had not purchased or rented a cellular telephone "because U S West still promised pending service and then kept extending it by several weeks." Staff treated Mr. Doering's additional comments as a request for formal complaint proceedings pursuant to IOWA ADMIN. CODE 199-6.5(1) and forwarded the comments to U S West for a written reply.

On April 26, 1999, U S West responded that Mr. Doering is only eligible for cellular reimbursement during the time he actually purchased such replacement services. U S West also argued that, in any given month, Mr. Doering is only entitled to either a cellular reimbursement payment or a monthly service credit. As a result, for this three-month delay he should only have received two months' of local service credit and one month of cellular reimbursement. Because U S West offered one month of reimbursement and three months worth of local service credits in its letter of March 31, 1999, however, it would credit his account accordingly.

IOWA CODE § 476.3(1) (1999) provides the Board with jurisdiction over complaints against public utilities offering service in Iowa. Pursuant to that statute, the Board is required to initiate a formal complaint proceeding against a public utility if the Board "determines the public utility's response [to the complaint] is inadequate and there appears to be any reasonable ground for investigating the complaint." These are the standards the Board must apply to this request for formal complaint proceedings. In this matter, the Board finds that U S West's response to this customer is adequate and there are no reasonable grounds for further investigation of this complaint.

Board rules require that when a local exchange utility like U S West is unable to provide primary local exchange service to a customer within 15 business days of the customer's request, the utility must provide the customer with an alternative form of service until the requested service can be provided. IOWA ADMIN. CODE 199-22.6(2)"b." In this case, U S West attempted to fulfill this requirement by offering to

reimburse Mr. Doering for an amount equal to what U S West believes to be the reasonable cost of cellular telephone service as a replacement for wireline service. Initially, Mr. Doering declined this offer, although he subsequently decided to take advantage of the U S West program and rented a cellular telephone.

Board rules also provide that, if an alternative form of service is provided, the utility is authorized to charge the customer the lower of the rate for the alternative service or the rate for primary local exchange service. If an alternative service is impossible to provide, the utility is required to waive all usual installation charges and credit the customer's account in an amount equal to the monthly primary local service charge for the time that service was not provided. IOWA ADMIN. CODE 199-22.6(2)"c."

Applying these rules to the instant situation, it appears U S West has complied with the applicable Board rules. U S West offered Mr. Doering reimbursement for an alternative form of service, which Mr. Doering initially declined. Thus, because alternative service was not provided to Mr. Doering for the months of January and February, the Board's rule requires that U S West waive the usual installation charges and credit the account for an equivalent amount of monthly local service charges. U S West is doing this, and the Board finds that there is no reasonable ground for further investigation of U S West's actions with respect to IOWA ADMIN. CODE 199-22.6(2)"c."

When Mr. Doering decided to arrange for alternative cellular service, U S West reimbursed him for more than the costs he incurred. (The cost of the cellular

telephone rented by Mr. Doering was under \$80; pursuant to U S West's revised cellular reimbursement program, U S West paid Mr. Doering \$200.) In this case, U S West's cellular reimbursement plan is sufficient to fulfill the requirements of the Board's rules because the payment to the customer exceeds the customer's expense for alternative service. Thus, in this particular case it appears U S West's program complies with the applicable Board rules, and the Board finds there are no reasonable grounds for further investigation of U S West's actions with respect to IOWA ADMIN. CODE 199-22.6(2)"c."

This is not to be interpreted as a finding that U S West's existing cellular reimbursement plan is or will be adequate for all customers. The Board understands that U S West's program is intended to provide sufficient cellular telephone reimbursements over a three-month period to equal the cost of a typical one-year service contract. This may not be adequate in all circumstances. For example, the program ignores the fact that not all customers will be able to qualify for such a contract, in which case U S West must be prepared to provide some other form of alternative service in order to comply with the requirements of the Board's rules. Such situations are not present in this case, however, and are therefore beyond the scope of this order.

Finally, Mr. Doering requests additional missed appointment credits for three more alleged missed appointments. (U S West is already crediting Mr. Doering's account for two missed appointments.) Mr. Doering's correspondence to Board staff shows that appointments were made to install service on December 10, 1998, and

January 20, 1999. It appears these are the two missed appointments for which U S West is crediting Mr. Doering's account. This is corroborated by Board records. Board staff was in regular contact with U S West regarding the status of Mr. Doering's order from December 29, 1998, until service was installed on March 22, 1999. Staff recorded only two dates on which service was promised but not delivered: December 10, 1998, and January 20, 1999. It appears that Mr. Doering's claim for additional missed appointment credits is based upon estimated delivery dates that were discussed between Mr. Doering and U S West, but which never achieved the status of actual appointments. U S West's records indicate that each time Mr. Doering was advised of an estimated completion date, he was also advised that U S West would call him with a specific due date once construction was completed. Because only two specific due dates were provided and missed, only two missed appointment credits are required. The Board finds there are no reasonable grounds for further investigation of U S West's actions in this regard.

The Board fully understands the frustration and irritation Mr. Doering has experienced as a result of the delay in transferring his local exchange service to his new residence. A simple request for the transfer of existing residential service from one address to another became an ordeal for the customer. U S West has not offered any explanation for the missed appointments and delayed installation (although the company has apologized for the delay). Nonetheless, pursuant to Board rules and as a result of the delay, U S West has waived the normal installation

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fee, credited Mr. Doering's account for two missed appointments and three months of local service charges, and reimbursed Mr. Doering \$200 for less than \$80 worth of alternative cellular telephone services. U S West has, in this situation, complied with the applicable Board rules, U S West's response to the complaint is adequate, and there are no reasonable grounds for further investigation of the complaint. The request for formal complaint proceedings is denied.

IT IS THEREFORE ORDERED:

The request for formal complaint proceedings filed on April 8, 1999, by John Doering is denied.

UTILITIES BOARD

/s/ Allan T. Thoms

/s/ Susan J. Frye

ATTEST:

/s/ Judi K. Cooper
Executive Secretary, Deputy

Dated at Des Moines, Iowa, this 19th day of May, 1999.